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Tarrant County Texas

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AMENDMENT TO OIL AND GAS LEASE

**THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §**

WHEREAS, on September 20th, 2008, Earline Kinsey Duvall died testate, leaving a will dated October 14th, 2003. On October 27th, 2008, said will was admitted to probate in Tarrant County, Texas under Cause No. 08-2890-2. Pursuant to the terms of the will, **Wanda Vern Duvall Sherman** was named Independent Executor and the property located at 400 Lanola Court, Fort Worth, Texas 76103 was therein devised to Wanda Vern Duvall Sherman.

WHEREAS, previously, on February 28th, 2008, an Oil and Gas Lease was entered into by and between Earline Kinsey Duvall, dealing in her sole and separate property, whose address was listed as 400 Lanola Court, Fort Worth, Texas 76103, herein called "Lessor(s)"; and Paloma Barnett, LLC, whose address is 1021 Main Street, Suite 2600, Houston, Texas 77002, herein called "Lessee"; which is recorded in the Official Public Records of Tarrant County, Texas as **D208102499**; and,

WHEREAS, Wanda Vern Duvall Sherman is now the current owner of the above described property, has executed a Ratification of the above described lease and is therefore the real party in interest in the above described lease; and,

WHEREAS, Paloma Barnett, L.L.C. assigned all of its right, title and interest in and to the lease to Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, whose address is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118; and;

WHEREAS, Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease; and;

WHEREAS, the Lessor(s), Chesapeake Exploration, L.L.C. and Total E&P USA, Inc., their successors and/or assigns, desires to amend said Oil and Gas Lease as set forth below, and

1) The Lease states that the land covered thereby (the "leased premises") is described as follows:

0.193 acres, more or less, out of the P. Anderson Survey, Abstract No. 32, Tarrant County, Texas and being also known as Lot D, of Waddell Subdivision, an Addition to the City of Fort Worth, Tarrant County, Texas, and amendments thereof, including streets, easements, and alleyways adjacent thereto, and any riparian rights.;

NOW THEREFORE, in consideration of the leased premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, being the real party in interest, does hereby amend the Oil and Gas Lease as follows:

The PROPERTY DESCRIPTION within the said Oil and Gas Lease as referenced above, filed in the Official Public Records of Tarrant County, Texas is deleted in its entirety and substituted with the following Property Description:

0.193 acres, more or less, out of the P. Anderson Survey, Abstract No. 32, Tarrant County, Texas and being also known as Lot E, of Waddell Subdivision, an Addition to the City of Fort Worth, Tarrant County, Texas, and amendments thereof, including streets, easements, and alleyways adjacent thereto, and any riparian rights.

Lessor(s), its successors and assigns, does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor(s), its successors and assigns, does hereby lease, let, and demise to Lessee, its successors and assigns, the lands covered by the Lease, pursuant to the terms and provisions of the Lease.

In the event of a conflict between the provisions contained in this instrument and any other provisions contained in the Lease, the provisions contained in this instrument shall prevail to the extent of such conflict; in all other respects the Lease shall remain in full force and effect.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this instrument is executed as of the date of acknowledgment of the signatures below.

Lessor(s):

By: Wanda Verne Duvall - Sherman
Wanda Verne Duvall Sherman

Lessee(s):

CHESAPEAKE EXPLORATION, L.L.C.

By:

Henry J. Hood, Sr. Vice President
Land and Legal & General Counsel

TOTAL E&P USA, INC., a Delaware corporation

By:

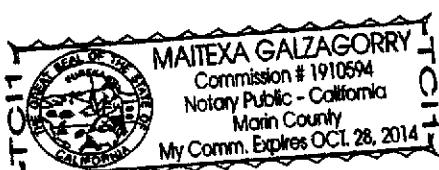
Eric Bonnin, Vice President
Business Development and Strategy

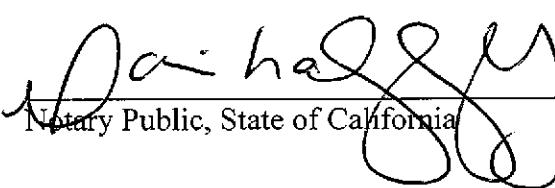
ACKNOWLEDGMENT

STATE OF CALIFORNIA §

COUNTY OF Marin §

This foregoing instrument was acknowledged before me on the 18 day of Nov. 2010, by Wanda Vern Duvall Sherman.




Maitexa Galzagorry
Notary Public, State of California

ACKNOWLEDGMENTS

STATE OF _____ §
CITY OF _____ §

The foregoing instrument was acknowledged before me on the ____ day of _____, 2010, by Henry J. Hood, Sr. Vice President – Land and Legal & General Counsel, on behalf of CHESAPEAKE EXPLORATION, L.L.C.

Notary Public in and for The State of _____

STATE OF _____ §
CITY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.

Notary Public in and for The State of _____